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10  
11 **UNITED STATES BANKRUPTCY COURT**  
12 **DISTRICT OF NEVADA**

13 In re

14 CASH CLOUD, INC.,  
15 dba COIN CLOUD,

16 Debtor.

Case No. BK-23-10423-mkn

Chapter 11

**DECLARATION OF  
DARYL HELLER IN SUPPORT OF  
MOTION FOR ORDER:  
(A) CONFIRMING AUCTION RESULTS;  
(B) APPROVING THE SALE OF  
CERTAIN OF DEBTOR'S ASSETS TO  
HELLER CAPITAL GROUP, LLC,  
GENESIS COIN, INC. AND  
CHRISTOPHER MCALARY FREE AND  
CLEAR OF LIENS CLAIMS,  
ENCUMBRANCES,  
AND OTHER INTERESTS;  
(C) AUTHORIZING THE ASSUMPTION  
AND ASSIGNMENT OF CERTAIN OF  
THE DEBTOR'S EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES  
RELATED THERETO; AND  
(D) GRANTING RELATED RELIEF**

Hearing Date: OST Pending  
Hearing Time: OST Pending

1 I, Daryl Heller, declare as follows:

2 1. I am the Chief Executive Officer of Heller Capital, Inc. (“Heller Capital”).

3 2. Except as otherwise indicated herein, this Declaration is based upon my personal  
4 knowledge. I am over the age of 18 and am mentally competent. If called upon to testify, I would  
5 testify competently to the facts set forth in this Declaration.

6 3. I make this Declaration in support of Debtor’s *Motion for Order (A) Confirming*  
7 *Auction Results; (B) Approving the Sale of Certain of Debtor’s Assets to Heller Capital Group, LLC,*  
8 *Genesis Coin, Inc. and Christopher McAlary Free and Clear of Liens, Claims, Encumbrances, and*  
9 *Other Interests; (C) Authorizing the Assumption and Assignment of Certain of the Debtor’s*  
10 *Executory Contracts and Unexpired Leases Related Thereto; and (D) Granting Related Relief* (the  
11 “Motion”).<sup>1</sup>

12 4. Heller Capital will purchase the Heller Assets for the Purchase Price of  
13 \$4,450,000.00<sup>2</sup>, subject to a potential reduction of the Heller Purchase Price based on its completed  
14 due diligence and as set forth in the Heller APA. The Heller Assets include all of Debtor’s DCMs  
15 (approximately 5,700, subject to final acceptance of such DCMs by Heller Capital in accordance  
16 with the Heller APA), but do not include the cash in the DCMs as of the date of the closing of the  
17 Sale, or any equipment within the DCMs owned by OptConnect Management LLC (“OptConnect  
18 Equipment”). In addition, and as set forth in the Heller APA, Heller Capital shall assume, and pay  
19 corresponding cure amounts and rent expenses, for the Assigned Contracts (approximately 593 host  
20 leases), subject to and in accordance with the terms of the Heller APA. Through the ISMA, Heller  
21 Capital will assume certain specified obligations for payroll, rent, and operational expenses  
22 associated with the Assigned Contracts and transfer of the Heller Assets. Heller Capital will allow  
23 Debtor to collect all cash remaining in the DCMs as of the closing, and will permit the removal and  
24 collection of all OptConnect Equipment from the DCMs. Heller Capital shall not assume liability  
25 for any prepetition claims against Debtor except to the extent specified in its asset purchase  
26 agreement. See Exhibit A.

27 5. Heller Capital paid an initial earnest money deposit in the amount of \$377,000.00 to  
28 Debtor’s escrow deposit agent, Flagstar Bank, N.A. (the “Escrow Agent”), on June 2, 2023, and an

1 additional earnest money deposit of \$50,000.00 on June 5, 2023 (collectively, the “Heller Earnest  
 2 Money Deposit”). The Escrow Agent shall hold the Heller Earnest Money Deposit in trust pending  
 3 the closing or earlier termination of an asset purchase agreement for the Heller Assets. The Heller  
 4 Earnest Money Deposit is non-refundable, but remains applicable to the Heller Purchase Price upon  
 5 Closing.

6 6. The Closing on the Heller Assets must occur no later than July 21, 2023. See Exhibit  
 7 A.

8 7. Heller Capital is a boutique private equity firm with a portfolio of companies in diverse  
 9 industry sectors along with various private placement holdings, seeking out assets that provide  
 10 accelerated equity growth, cash flow and mid to long-term monetization timelines. One of those  
 11 includes an equity investment in Bitstop (one of the leading Bitcoin ATM SW platforms in the  
 12 industry). In turn, Bitstop is an affiliate of Genesis Coin.

13 8. For more information on Heller Capital visit its website at [www.hellercg.com](http://www.hellercg.com).

14 9. Neither Heller Capital nor Genesis Coin have any relationship with the Debtor.

15 10. As further evidence of Heller Capital’s ability to pay the Heller Purchase Price, and  
 16 close the Sale, the bank account of Heller Capital’s portfolio company has a ledger balance of more  
 17 than \$6,000,000.00.

18 I declare, under penalty of perjury of the laws of the United States of America, that the  
 19 foregoing statements are true and correct to the best of my knowledge, information and belief.

20 Executed this 16th day of June 2023.

21  
 22  
 23 /s/Daryl Heller

Daryl Heller

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 26  
 27 <sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

28 <sup>2</sup> The total cash component includes a \$250,000.00 Extension Fee paid under the terms as defined in the Heller APA.